

Babcock
1630/4879-22

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Amendment to Oil & Gas Lease

State of Texas §

County of Tarrant §

Whereas, Gilbert Jennings, as Lessor, did enter into an Oil & Gas Lease dated March 8, 2008, with Hollis R. Sullivan, Inc., as Lessee, covering 69.0 acres of land, more or less, in the James McDonald Survey, A-997, Tarrant County, Texas, and being more particularly described in that certain Oil & Gas Lease recorded in Instrument Number D208230039, of the Official Public Records of Tarrant County, Texas, reference to which is herein made as though fully setout herein.

Whereas, Paragraph 3 (royalty provision) of the oil and gas lease provides for a twenty two percent (22%) royalty, Lessor agrees to delete any reference to twenty two percent (22%) royalty within the oil and gas lease and replace all references to twenty two percent (22%) royalty with twenty five percent (25%) royalty.

Whereas, Paragraph 22 (option to extend provision) of the oil and gas lease is stated as follows:

22. Lessor and Lessee hereby agree that Lessee shall have the option, but not the obligation, to extend the primary term of the Lease for an additional period of two (2) years by paying to Lessor the sum of \$200.00 for all of Lessor's mineral interest in the tract of land covered by this Lease, such payment to be post marked by U.S. Mail on or before the expiration of the primary term of this Lease to Lessor's last known mailing address. Any sale or conveyance of the minerals covered by this lease shall be made expressly subject to the terms and conditions contained herein.

Lessor agrees to delete Paragraph twenty two (22) from the Oil and Gas lease.

Now, therefore, for good and valuable consideration, Lessor and Lessee agree to amend said Oil and Gas Lease to add Paragraph 23. Paragraph 23 is listed below.

23. In the event Lessee pays a lease bonus amount greater than the amount paid to Lessor, for an oil and gas lease, or has paid a lease bonus greater than the amount paid to Lessor in any gas unit in which the leased acreage is included, Lessee agrees to pay the difference between the lease bonus amount already paid per acre and the amount per acre of the greater lease bonus paid to Lessor.

Now, therefore, for good and valuable consideration, Lessor and Lessee agree to amend said Oil and Gas Lease as to the changes stated above.

Gilbert Jennings, as Lessor, and HOLLIS R. SULLIVAN, INC., as Lessee, do hereby UNDERSTAND AND AGREE that the Oil and Gas Lease is hereby AMENDED as to the changes stated above.

The Oil and Gas Lease is as originally written except to the extent amended herein.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby amend the Lease for the purpose herein stated and Lessor does hereby ADOPT, RATIFY and CONFIRM said Lease and does LEASE and LET said lands unto Lessee, its heirs, successors and assigns.

This lease Amendment is to be effective as of the 8th day of March, 2008.

LESSEE:

By: Gilbert Jennings
Gilbert Jennings

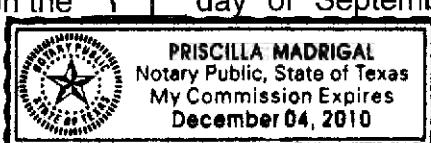
LESSOR:

Hollis R. Sullivan, Inc.

By: Hollis R. Sullivan
Hollis R. Sullivan, Inc. President

STATE OF TEXAS §
COUNTY OF VICTORIA §
 §

This instrument was acknowledged before me on the 19 day of September, 2008
by Gilbert Jennings.

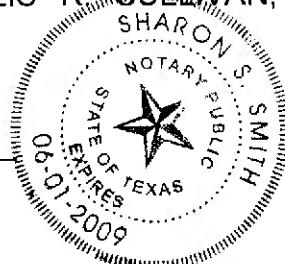


Priscilla Madrigal
Notary Public – State of Texas

STATE OF TEXAS §
COUNTY OF WICHITA §
 §

This instrument was acknowledged before me on the 14th day of September, 2008,
by HOLLIS R. SULLIVAN, President of HOLLIS R. SULLIVAN, INC., a Texas
corporation, on behalf of said corporation.

Sharon S. Smith
Notary Public – State of Texas





HOLLIS R SULLIVAN INC
PO BOX 9289

WICHITA FALLS TX 76308

Submitter: HOLLIS R SULLIVAN INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/14/2008 02:51 PM
Instrument #: D208393801
LSE 3 PGS \$20.00

By: _____



D208393801

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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